

ARTICLE 12

SENIORITY

SECTION 1. BENEFIT SENIORITY.

A. Definition.

For the purposes stated below, Benefit Seniority, also known as State Employment Seniority, shall consist of the total number of continuous service hours of an employee in the State classified employment. An employee shall accrue no more than a maximum of eighty (80) hours in a biweekly pay period. Benefit Seniority shall not be credited for time in non-career appointments, for lost time, suspension, leave of absence without pay, or layoff, except that school year employees in the Department of Education shall receive continuous service credit for the period of seasonal layoff.

B. Application.

Benefit Seniority (State Employment Seniority) as defined above shall be used for:

(1) Annual Leave Accrual.

Employees shall accrue annual leave as stated in Article 22, Section 12. If an employee leaves State employment and later is rehired, she/he shall accrue annual leave at the same rate as a new hire. However, once a rehired employee has been in pay status for five (5) years, all previous service time shall be credited for annual leave accrual.

(2) Longevity Pay.

Employees shall be entitled to receive longevity pay as stated in Article 22, Section 22. If an employee leaves State classified employment and later is rehired, she/he shall not receive longevity pay until she/he has been in pay status for five (5) years. After five (5) years, she/he shall receive all previous service time credit for longevity pay.

(3) Retirement Credit.

Credit shall be in accordance with the current statutory requirements.

Continuous service hours for annual leave, longevity pay, and retirement credit shall be broken and/or bridged when an employee leaves State classified employment in accordance with current practice and statutory requirements. Military service hours shall be counted up to five (5) years for Benefit Seniority.

SECTION 2. BARGAINING UNIT SENIORITY.

A. Definition.

Bargaining Unit Seniority shall be determined by the employee's most recent date of hire to State classified employment, excluding military time earned prior to State employment and/or service in any excepted or exempted position in State government which preceded entry in State classified service.

- (1) An employee's Bargaining Unit Seniority shall be broken and not bridged when the employee leaves State classified employment for reasons of termination, separation, or voluntary quit.
- (2) An employee who leaves State employment because of layoff, suspension, or approved leave of absence shall have continuous State classified employment bridged for the time of such absence but only for a period of absence up to six (6) years.

B. Application.

Bargaining Unit Seniority shall be used for:

- (1) Vacation Scheduling (Article 16);
- (2) Assignment and Transfer (Article 14);
- (3) Layoff and Recall (Article 13);
- (4) Scheduling and Furlough (Articles 13 and 19); and
- (5) Such other purposes agreed to by the parties.

SECTION 3. TIES IN BARGAINING UNIT SENIORITY.

Ties in seniority shall first be resolved by:

- A. Total hours served in the employee's current class series, except when the tied employees are not employed in the same class series, such ties shall be resolved by considering total hours served in the class series into which the surplus or affected employee is attempting to bump.

- B. Total hours served in the current class/level, except that when the tied employees are not employed in the same class/level, such ties shall be resolved by considering total hours served in the class/level into which the surplus or affected employee is attempting to bump.
- C. If a tie still exists, it shall be resolved by the last four (4) digits of the employee's social security number, the higher number being more senior.

SECTION 4. LIMITATIONS FOR PROBATIONARY EMPLOYEES.

Probationary employees shall not be granted, and shall not exercise, any seniority rights except as specified in this Agreement. Upon successful completion of the initial probationary period, such employees shall receive credit for the hours accumulated during the probationary period. Nothing in this Section shall preclude the agreement of the parties from granting limited seniority rights to probationary employees in secondary level negotiations.

SECTION 5. SENIORITY LISTS.

A. Master Seniority List.

The Employer shall furnish in April and October, without cost to the Union, a Master Seniority List of all employees in the Bargaining Unit. This report shall contain process level (Department and Agency), TKU, job code description (class and level), Bargaining Unit Seniority, and continuous service hours of all employees on the payroll on the preparation date. This report shall be provided in electronic format. The Employer agrees to provide information to enable the Union to use the electronic reports.

B. UA, ESA, and FIA Layoff Unit Seniority Lists.

The Employer shall furnish, without cost to the Union, during the first week of the first full pay period in April and October, a UA Layoff Unit Seniority List by layoff unit, indicating the employees' names, identification numbers, class/level, Bargaining Unit Seniority, continuous service hours, TKU, work status, active and approved leave of absence with expiration date of leave of absence, and whether the employee is temporary, seasonal, or probationary. This report shall be provided in electronic format. The ESA and FIA shall provide the same information. The frequency of such reports shall be mutually agreed.

In the event the seniority list being used to implement a reduction in force is different from the most recent seniority list provided to the Union in accordance with this Subsection, upon request by the Union, the Employer shall furnish without cost to the Union such list within a reasonable period of time.

C. UA, ESA, and FIA Recall Cards/Lists/Forms.

The Union shall have reasonable access to the UA, ESA, and FIA Recall Cards/Lists. In the event the Union intends to utilize the recall cards/lists/forms to develop a recall list, the method and means by which the Union will access the recall cards/lists shall be agreed upon by the parties.

The Employer shall keep recall cards/lists/forms on file for each class/level for all employees covered by this Agreement which shall be considered the official documents to be utilized by the Employer for recalling Bargaining Unit employees. The recall cards/lists/forms shall be kept in descending order of Bargaining Unit Seniority.

The right of access to the cards/lists/forms by the Union in no way affects the Employer's right to implement the recall of Bargaining Unit employees.

D. Errors.

Alleged errors in seniority which are reported shall be immediately investigated and, if verified, corrected by the Appointing Authority within fifteen (15) weekdays of verification.